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HENNING MEDIATION & ARBITRATION SERVICE, INC.

SETTLEMENT MEMORANDUM

The Plaintiffs Elbert Lee Harris and Velisha Scogin, individually and on behalf of the opt-in Plaintiffs ("Plaintiffs") have agreed to accept, and the Defendants Comfort Care Transportation Services, Inc., Best Care Transport Services, LLC, Southeasttrans, Inc. and Linda Kenny (collectively "Defendants") have agreed to pay the sum of \$42,500.00 ("Settlement Amount") plus the attorneys' fees and expenses of litigation set forth separately below.

Terms:

1. The Settlement Amount paid to the Plaintiffs designated on Exhibit A will be allocated between them based upon the weeks each Plaintiff worked out of the 875 total work weeks all eligible Plaintiffs worked within the three (3) year statute of limitations that runs from the date their opt-in notice was filed with the court. The amount allocated to each Plaintiff will be equally divided between back pay, less all standard tax deductions, reported via IRS Form W-2, and liquidated damages reported by IRS form 1099 paid without any deductions.
2. Defendants agree to pay \$21,000.00 as attorney's fees and \$4,000.00 in expenses of litigation to Plaintiffs' counsel Anderson Dodson, P.C. These amounts are in addition to the Settlement Amount paid to Plaintiffs.
3. The opt-in Plaintiffs who began their employment after January 16, 2016, shall be dismissed without prejudice. *Plaintiffs Stephen Fletcher and Lavolia Alexander will also be dismissed without prejudice. These Plaintiffs are circled on Exhibit A.*
4. The Final Settlement Agreement and motion to approve the settlement will be drafted by Defendants' counsel, and provided to the Plaintiffs' counsel within three (3) business days of the execution of this Settlement Memorandum.
5. A Final Settlement Agreement shall include the terms set forth in this Settlement Memorandum and include a release of all claims set forth in the Complaint. Upon approval of the settlement by the Court, Defendant Comfort Care shall issue the checks required by the agreement within twenty (20) business days of the Court's approval. Within ten (10) business days of approval, Southeasttrans, Inc. shall pay to Comfort Care its share of the settlement funds and Comfort Care shall provide Southeasttrans, Inc. copies of all checks issued to the Plaintiffs and their counsel to settle all claims. Plaintiffs' counsel shall dismiss the Complaint with prejudice upon receipt of the settlement funds.
6. Defendant shall pay all costs of mediation.
7. *Settlement contingent on Comfort Care and Southeast Trans, Inc. resolution of Payment Plans by July 15, 2016 at 5PM.*

This memorandum contains all the essential elements of the terms and conditions of the settlement in this case. This is only intended as a written memorandum of a binding Settlement Agreement resolving all claims arising from the above legal dispute. The formal settlement documents will be prepared and executed by all parties as soon as possible.

Plaintiffs:

Elbert Lee Harris
Elbert Lee Harris, Plaintiff

Defendant: Comfort Care, Inc.

Linda Kenney
By: Linda Kenney, Chief Executive Officer

Velisha Scogin
Velisha Scogin, Plaintiff

Penn Dodson
Penn Dodson, Esq., Counsel for Plaintiff

A. Lee Parks
A. Lee Parks, Mediator


Mark M.J. Webb, Esq.
Counsel for Comfort Care, Inc.

Defendant: **Southeasttrans, Inc.**


By: Benjie R. Alexander, Chief Administrative Officer


David A. Cole, Esq., Counsel for Southeasttrans, Inc.

	Plaintiff		Start Employment	End Employment	Optin Form Date
1	Adams	John	4/1/13	4/28/13	2/12/16
2	Alexander	Lavolia	10/31/14	12/1/14	1/27/16
3	Brown	Patrice	7/16/12	8/25/13	1/11/16
4	Comer	Debra	5/6/13	6/16/13	1/7/16
5	Cordle	Jeffrey	5/19/15	7/12/16	1/7/16
6	DeGrave	Luc	7/16/12	2/13/15	1/7/16
7	Dillard	Melissa	4/2/15	6/28/15	1/5/16
8	Fletcher	Stephen	7/16/12	1/24/13	2/11/16
9	Gardner	Charles	7/16/12	4/24/13	1/15/16
10	Haley	Kenneth	7/16/12	6/7/15	1/7/16
11	Harris	Elbert	7/16/12	9/9/14	7/30/15
12	Hobgood	Tracy	7/16/12	11/4/12	1/7/16
12.1	Hobgood	Tracy	1/22/13	5/1/13	1/7/16
13	Hodges	Vicki	3/19/14	10/3/14	1/7/16
14	Ingraham	Rhonda	9/1/13	3/14/14	3/16/15
15	Jacobs	Dorothy	2/8/15	2/27/15	4/7/16
16	Jenkins	Catherine	7/6/12	7/12/16	1/14/16
17	Kelley	Anthony	4/6/15	11/11/15	1/14/16
18	Lester	Patricia	8/26/15	11/11/15	3/16/16
19	McInerney	Brian	10/26/13	4/3/14	11/4/15
20	Paul	Sylvester	3/4/15	3/4/15	1/5/16
21	Phillips	Michael	8/22/14	8/12/15	1/6/16
22	Scogin	Velisha	7/16/12	1/16/15	7/30/15
23	Stanfield	Roger	7/16/12	10/11/14	2/12/16
24	Stansell	Jeffrey	4/7/15	5/4/15	2/11/16
25	Stephens	Frank	1/19/15	4/15/15	2/11/16
26	Wilson	Tiffany	8/15/13	8/11/14	2/11/16
27	Harrison				
28	Ratliff		7/16/12	2/11/15	
29	Sienna				

Harris v. Comfort Care: CONFIDENTIAL WORK PRODUCT

EXHIBIT A